



American Arbitration Association
Dispute Resolution Services Worldwide

Pennsylvania Labor Center

August 10, 2011

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Marc L. Gelman, Esq.
Jennings Sigmond, P.C.
The Penn Mutual Towers
510 Walnut Street, 16th Floor
Philadelphia, PA 19106

Mr. Joseph Tolan
City of Philadelphia
Law Department
One Parkway Building, 17th Floor
1515 Arch Street
Philadelphia, PA 19102

Re: 14 390 00612 11
Fraternal Order of Police, Lodge #5
and
City of Philadelphia

Grievance: P/O James T. Graber, Jr PR# [REDACTED] - Discharged

Dear Parties:

This will confirm that the above-entitled matter has been settled and the case file is hereby closed.

Please be advised that it is the AAA's policy to retain closed cases for a maximum period of six (6) months after their closing date. Therefore, please take note that the above reference case file will be destroyed six months from the date of this letter.

Any unpaid fees still due the Association and the Arbitrator in the above-captioned matter remain fully payable. Your cooperation in this regard is greatly appreciated.

Thank you for choosing the American Arbitration Association.

Sincerely,

Elena Giantsios
Case Manager
[REDACTED]
giantsiose@adr.org

cc: Charles D. Long, Jr., Esq.

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE LODGE #5 AND CITY OF PHILADELPHIA

RE: POLICE OFFICER JAMES GRABER, PR# [REDACTED] DISMISSAL

*SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Fraternal Order of Police Lodge No. 5 ("Lodge 5") and the City of Philadelphia ("City") are parties to an effective collective bargaining agreement; and,

WHEREAS, FOP Lodge 5 filed a grievance on behalf of bargaining unit member Police Officer James Graber, contending that the city violated the collective bargaining agreement when it dismissed James Graber from employment with the City's Police Department; and

WHEREAS, James Graber was employed by the City of Philadelphia as a police officer, and a member of the bargaining unit represented by Lodge 5, and covered by the provisions of said agreement; and,

WHEREAS, the City terminated James Graber for alleged misconduct which led to the his dismissal, and;

WHEREAS, the City denies that it has violated the collective bargaining agreement or Civil Service Regulations, and;

WHEREAS, The City and Lodge 5 desire to resolve this matter without further litigation;

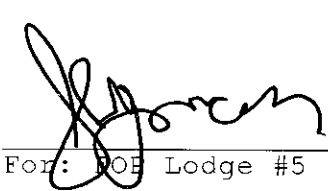
NOW THEREFORE, The City, James Graber and Lodge 5 agree as follows:

1. The City shall reinstate James Graber to his former position as police officer with the Philadelphia Police Department. This reinstatement is contingent upon successful passing of a pre-hiring medical examination and Internal Affairs background check.
2. James Graber shall be returned to employment per paragraph 1, and the period of time from his dismissal to the full execution of this agreement will be treated as a leave of absence **without** pay.
3. In addition, James Graber shall have the balance of his accrued sick time at the date of termination reinstated and will retain his original seniority date.
4. In further consideration for the foregoing, the officer releases the City, it's departments, officials, agents, and employees from any claims they had, have, or may have arising out of the subject matter of the alleged misconduct which led to the dismissal. The officer further release Lodge 5, its employees, its members, and agents, from any claims they had, have, or may have arising out of the subject matter of the alleged misconduct which led to the dismissal, including but not limited to claims of breach of duty of fair representation.


RE: POLICE OFFICER JAMES GRABER, PR # [REDACTED]

5. Nothing in this agreement shall be construed as an admission by the City that the subject matter of this incident is arbitrable under the provisions of the parties' collective bargaining agreement by the City that it violated the parties' collective bargaining agreement.
6. This agreement shall be without precedent, and without prejudice to any claims, defenses or arguments, that any party hereto shall have in any other proceeding between or among them.
7. By entering into the Agreement, all parties acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions enter into this agreement, and agree to be bound thereby.


WHEREFORE, The City, James Graber, Lodge 5, intending to be legally bound hereby, enter into this agreement this ____ day of, July 2011.


For: POB Lodge #5

8-2-11
Date


For: The City of Philadelphia

Date


Officer: James Graber

8/2/11
Date